By agreeing to these Babel Street, Inc. ("Babel Street") End User Subscription Terms (the "Terms") pursuant to the applicable Order Form (as defined below), Customer (as defined below) acknowledges and agrees that these terms govern any and all use of the Application and the relationship with Babel Street. These Terms shall be effective as of the date set forth on the applicable Order Form (the "Effective Date").

1. **DEFINITIONS.** In addition to other terms defined elsewhere in these Terms, the terms below are defined as follows:

1.1. **"Agreement"** shall mean, collectively, these Terms, any Order Form (including add-on Order Forms), and any schedules, exhibits, or addenda thereto (together, **"Addenda"**) with respect to Babel Street products or services.

1.2. "**Application**" means the Babel Street application(s) listed on an Order Form, as such application(s) may be updated from time to time by Babel Street in its sole discretion, but specifically excludes Data Feeds and Third-Party Data (as defined in the Exhibit A and Exhibit B, respectively, hereto).

1.3. "**Authorized User**" means an employee of Customer or independent contractor to Customer that (a) is authorized by Customer and permitted by Babel Street to access or use the Application, and (b) has completed the then-current Babel Street training on the use of the Application. An Authorized User does not acquire individual rights in the Application other than the right to access and use such Application on Customer's behalf and pursuant to the rights granted to Customer and subject to the terms and conditions herein.

1.4. "**Confidential Information**" shall have the meaning set forth in Section 9.1 below.

1.5. **"Customer"** means the customer named in any Order Form.

1.6. "**Fees**" means any and all fees payable (a) directly by Customer to Babel Street, or (b) indirectly on behalf of Customer to Babel Street through a procurement agent, in connection with each Order Form.

1.7. "**Online Account**" means the authorized access into the Application as established in accordance with Section 2.2 hereof for use by any particular Authorized User, and includes any applicable controls, permissions and data unique to such user.

1.8. "**Online Account Access Information**" means the private access information (for example, username and password) used by each Authorized User of the Application to access his/her individual Online Account.

1.9. "**Order Form**" means (a) one or more order form(s) signed by Customer, (b) one or more order form(s) signed on behalf of a Customer by a procurement agent, or (c) a directive to secure one or more Subscriptions under a pre-existing agreement between a Customer and a procurement agent, which describes Customer's Subscription (including the term and price thereof) hereunder.

1.10. "**Privacy Policy**" means Babel Street's then-current Privacy Policy (www.babelstreet.com/legal/privacypolicy.pdf), as the same may be updated from time to time.

1.11. **"Subscription"** means the rights granted by Babel Street to Customer to access and use the Application(s), pursuant to the Agreement.

2. **RIGHT TO USE; CONDITIONS OF USE; OWNERSHIP**

2.1. **Right to Use**.

2.1.1. **Grant of Right.** Subject to the Agreement, Babel Street grants to Customer a limited, nontransferable, nonexclusive, revocable (as set forth herein) right to access and use, and to permit Authorized Users to access and use, the Application solely for Customer's internal use, without any further right to use, sublicense, distribute, transfer, or transmit the Application or any portion thereof. Babel Street reserves all rights in and to the Application(s)

not expressly granted in the Agreement. Without limiting the generality of the foregoing, the right to access and use the Application(s) granted herein does not cover any underlying components of the Application(s), Babel Street's underlying application engines, or any other component of the Application or the operating environment within which the Application operates that is not intended by Babel Street for access by any Authorized User.

2.1.2. **Condition of Rights.** The rights granted herein, and Customer's use of the Application, are conditioned upon Customer's compliance with the terms and conditions of the Agreement, including, but not limited to, the timely payment of all applicable Fees. Failure to comply with such terms may result in additional charges to Customer and/or revocation of the foregoing rights and termination (in whole or in part) of the Agreement.

2.2. **Protection of Online Account Access Information.** Babel Street will supply Customer with the means to create private Online Account Access Information for its Authorized Users, subject to the limitations set forth in the applicable Order Form. Online Accounts are designed for private use and should only be accessed through the Authorized User's Online Account Access Information. Customer is fully responsible for the protection and confidentiality of its Authorized Users' Online Account Access Information. Customer acknowledges and agrees that Customer is responsible for all use of the Application made through Customer's Online Accounts by any person and for insuring that all use of Customer's Online Accounts is for authorized purposes only and complies fully with the provisions of the Agreement. Customer agrees to promptly notify Babel Street of any unauthorized use of any Online Account Access Information or any other breach of security, assist in preventing any recurrence thereof, cooperate fully in any proceedings undertaken to protect the rights of Babel Street, and be responsible for any harm resulting from Customer's failure to carry out the foregoing responsibilities.

2.3. **Internet Connectivity; Disclaimer.** Babel Street (either itself or through a third party) will make the Application available for access via the Internet (e.g., via a browser and/or a mobile application). Customer shall provide, at Customer's own expense, all necessary hardware, applications and connectivity necessary to access the Application. Customer acknowledges that connectivity to the Internet is known to be unpredictable in performance and may, from time to time, impede access to the Application or performance hereunder. Customer agrees that Babel Street is not in any way responsible for any interference with Customer's use of or access to, and/or the performance of, the Application arising from or attributable to connectivity to the Internet and Customer waives any and all claims against Babel Street in connection therewith.

2.4. **Restrictions.** Without a separate written agreement with Babel Street, Customer must not do or attempt to do, or permit others to do or attempt to do, any of the following: (a) possess, download, copy or print the Application or any part of the Application, including but not limited any component which comprises the Application; (b) view, read, modify, port, adapt or create derivative works of the Application or any component thereof; (c) reverse compile, reverse assemble, disassemble or print the Application's source code or object code or other runtime objects or files related to the Application or otherwise reverse engineer, modify or copy the look and feel, functionality or user interface of any portion of the Application; (d) permit use of, or grant access to, the Application to any third party (including outsourcers performing work for Customer); (e) rent, lease, distribute (or redistribute), provide or otherwise make available the Application, in any form, to or for the benefit of any third party (including in any service bureau or similar environment); (f) use or access the Application or any portion or component thereof on behalf of any other third party (whether on an outsourcing, service bureau, or other basis); (g) share any Online Account or Online Account Access Information with third parties; (h) create any "links" to or

"frame" or "mirror" the Application or any portion thereof; (i) defeat, disable or circumvent any protection mechanism related to the Application, (j) use the Application, or allow the transfer, transmission, export, or re-export of the Application or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency or the data privacy provisions of any applicable jurisdiction; (k) remove or modify any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Application (including any screen displays, etc.) or any other products or materials provided by Babel Street hereunder; or (l) publish, reproduce, distribute (or redistribute), sell, or otherwise disseminate any data, information, or document retrieved through the Application (even if in the public domain) to any individual or entity outside of Customer. Under no circumstances can any content retrieved from or through the Application be resold or repackaged by Customer. In addition, Customer shall not violate or attempt to violate the security of Babel Street's (or any of its third party service provider's) networks or servers, including (i) access data not intended for Customer or log into a server or account which Customer is not authorized to access; (ii) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper written request and authorization; or (iii) attempt to interfere with service to any user, host or network, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing.

2.5. **Suspension of Access.** In addition to any other rights of Babel Street hereunder, certain circumstances may require Babel Street to suspend or terminate, as determined in Babel Street's discretion, Customer's access to and/or use of, or otherwise modify, the Application and/or any component thereof and/or any Online Account or any Online Account Access Information without notice in order to: (a) prevent damage to, or degradation of the integrity of, Babel Street's network; (b) comply with any law, regulation, court order, or other governmental request or order; (c) comply with the terms of any provider of any third-party component of the Application and/or Services; or (d) otherwise protect Babel Street from potential legal liability or harm to its business. Babel Street will use commercially reasonable efforts to notify Customer of such suspension or termination as soon as reasonably practicable. In the event of a suspension, Babel Street will promptly restore Customer's access to the Application or portion thereof as soon as the event giving rise to the suspension has been resolved, as determined in Babel Street's discretion. Nothing contained in the Agreement will be construed to limit Babel Street's actions or remedies or act as a waiver of Babel Street's rights in any way with respect to any of the foregoing activities. Babel Street will not be responsible for any loss or damages incurred by Customer as a result of any termination or suspension of access to or use of the Application (in whole or in part) as set forth in the Agreement.

2.6. **Reservation of Rights.** Except for the limited right granted in Section 2.1, as between Customer and Babel Street, Babel Street, and its third-party suppliers, retain all intellectual property and other proprietary rights, title, and interest, express or implied, in and to the Services, the Application, and any and all information and data made available to Customer through the Application, including, but not limited to, all patent, copyright, trade secret, trade name, trademark, and other proprietary rights related to the Application that are protected under United States intellectual property laws and international treaty provisions. Any unauthorized use of any Application will result in cancellation of the Agreement as well as possible civil damages and criminal penalties. Customer is not permitted to use "Babel Street, Inc.," "Babel Street," "Babel X," "Babel BOX," "Babel Channels," "Babel Synthesis," "Decipher Your World" or any other trade or service marks of Babel Street or any of its affiliates unless expressly agreed to in writing by an authorized representative of Babel Street. Babel Street and, if applicable, its third-party suppliers will own all rights in any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Customer.

3. **FEES AND PAYMENT.** The amount of Fees payable, and the payment terms related thereto, shall be as set forth in the Order Form.

4. **TERM & TERMINATION**

4.1. **Expiration of Rights.** Customer's right to access and use the Application shall be for the period set forth in the applicable Order Form (the **"Term"**). At all times during the Term, and at any time Customer is accessing and/or using the Application, the Agreement shall continue to govern unless: (i) the Agreement is superseded by a revised written agreement prior to any renewal term, or (ii) the Agreement is terminated under subsection 4.3.

4.2. **Expiration.** Unless renewed pursuant to an Order Form, and subject to the terms of Section 4.4 below, the Agreement (including the applicable Order Form) shall automatically expire and terminate at the end of the Term set forth in such Order Form; provided, that if Customer has a Subscription for more than one Application pursuant to a separate Order Form and/or has been granted an extension, then the Agreement shall continue to apply and will automatically expire and terminate upon the expiration of Customer's rights to the last Application governed under the Agreement in accordance with the terms of such Order Form.

4.3. **Termination for Cause.**

4.3.1. **By Either Party.** The Agreement, including all rights provided hereunder, may be terminated in whole or in part by either party for cause, if the other party fails to cure a curable breach of the Agreement within thirty (30) days of being provided with notice of such breach.

4.3.2. **By Babel Street.** The Agreement, including all rights provided hereunder, may be terminated by Babel Street in whole or in part for cause, in its sole discretion, (a) immediately upon notice to Customer if Customer commits an incurable breach of any of the terms or conditions of the Agreement, or (b) if any Fees remain unpaid for a period of thirty (30) days after they are due pursuant to the applicable Order Form.

4.3.3. Termination of the Agreement by Babel Street pursuant to this subsection 4.3 will not require payment of a refund to Customer and will not affect: (a) Customer's obligation to pay any Fees due, whether to Babel Street or the procurement agent through which the Subscription was purchased, or (b) any remedies available to Babel Street by law or equity.

4.4. **Effect of Expiration or Termination.** Upon any expiration or termination of the Agreement, all rights granted to Customer thereunder will immediately terminate and Babel Street will have the right to immediately and indefinitely suspend Customer's access to and use of the Application without further notice to Customer. The following sections will survive the expiration or termination: subsections 2.4, 2.6, 4.3, 4.4, 6.3, 7.3, 7.4, and 7.5, and Sections 1, 3, 5, 6, 8, 9 and 10 of the Terms, Sections 4 and 5 of Exhibit A, and Section 3 of Exhibit B.

5. **SUPPORT AND TRAINING.** Babel Street will offer product support (described in Section 5.1) and training (described in Section 5.2) for the Application (collectively referred to herein as "**Support**"). The Babel Street Customer Experience (**"CX"**) Team provides Support and training through Babel University, Babel Street's learning management system. Babel Street reserves the right to modify its Support policies and procedures from time to time.

5.1. **Support.** Support includes (a) answering questions and providing a reasonable level of guidance to Customer about the Application, and (b) troubleshooting and workaround assistance. Customer must provide details sufficient for CX to reproduce any reported issue, including a detailed description of the issue, screenshots, and any other information reasonably requested. CX does not provide support for software, hardware, or any other technology developed by third parties. Babel Street provides support Monday through

Friday from 08:00 – 18:00 Eastern Time (U.S.) unless premium support has been purchased.

5.2. **Training.** Babel Street provides a number of training and onboarding options for Authorized Users. Included with each Subscription is access to Babel University. Babel University offers self-paced training via a series of learning paths designed for each user level. Babel Basics, the core learning path, is required for all Authorized Users and upon successful completion, Online Account Access Information for the Application is issued for each such Authorized User. Alternative initial training and/or supplemental training may be purchased under a separate Order Form at daily fixed rates. Alternative or supplemental training may be provided at Babel Street's training facility in Virginia or at Customer's chosen location. Travel costs are additional and based on Customer's location. Virtual or In-person alternative training must be scheduled with Babel Street at least thirty (30) days in advance.

6. CUSTOMER REPRESENTATIONS AND WARRANTIES

6.1. **Customer Responsibilities.** Customer understands, agrees and acknowledges that:

6.1.1. As between Customer and Babel Street, Customer will be responsible for determining the accuracy of any and all content accessed and results received through the Application, including, but not limited to, any translations thereof;

6.1.2. Customer will neither inquire nor rely upon Babel Street for any legal or other professional or expert advice of any kind, and Customer acknowledges and agrees that data, records, and/or other information accessible through the Application may be unsuitable for use in legal or administrative proceedings;

6.1.3. As between Customer and Babel Street, Babel Street is not responsible for any liability arising from Customer's failure to receive information in a timely manner through the Application and/or any component thereof; and

6.1.4. Customer is fully and solely responsible for: (a) selection of adequate and appropriate products to satisfy Customer's needs and achieve Customer's intended results; (b) all results obtained from the Application; (c) selecting, obtaining and maintaining all hardware, software, computer capacity, Internet service, program and system resources and other equipment and utilities needed for access to and use of the Application, and for all costs associated therewith; and (d) selection, use of, and results obtained from any other programs, computer equipment or services used with the Application, and (e) any and all decisions made by Customer based on and/or in connection with its use of the Application.

6.2. **Customer's Representations.** Customer represents, warrants and covenants that:

6.2.1. Customer is accessing and using the Application solely for Customer's own use and not for the benefit of any third party, except as otherwise expressly permitted pursuant to the applicable Order Form;

6.2.2. Customer will not use the Application to create or enhance a product, service or database that competes with Babel Street or the Application;

6.2.3. Customer is responsible for complying with all rules, regulations and procedures of local, state, federal and foreign authorities applicable to Customer and its business, and Customer's use of the Application and any information provided and/or accessed in connection with the Agreement and/or the Application shall in all cases comply with all applicable federal, state and local and foreign laws and regulations;

6.2.4. Customer will be solely responsible for compliance with the Agreement by the Authorized Users, including ensuring and

being solely responsible for the use of any data obtained through the Application;

6.2.5. Customer is not prohibited by any law, regulation, or third-party agreement from ordering the Applications;

6.2.6. Customer will not otherwise violate the rights of any third party while accessing and/or using the Application;

6.2.7. Customer will not use the Babel Street Application or any information obtained from Babel Street, in whole or in part, for the purpose of determining an individual's eligibility for credit, insurance, or employment or for any other purpose identified in Section 604 of the FCRA (15 U.S.C. § 1681b) (as defined below); and

6.2.8. Customer is authorized to handle Personal Data (as defined in Section 10.7) and make such data available and retrievable by Babel Street for uses set out in the Agreement, including through ensuring appropriate notice, consent and transfer mechanisms, including by Customer referring individuals to the Babel Street Privacy Policy (notwithstanding Babel Street's ability and right, to which Customer agrees, to provide notice, its Privacy Policy and choice mechanisms separately to individuals).

6.3. **Security.** During the term of this Agreement, Babel Street will maintain compliance with the standards set forth in NIST 800-171 and ISO 27001. CUSTOMER ACKNOWLEDGES THAT SECURITY SAFEGUARDS BY THEIR NATURE ARE CAPABLE OF CIRCUMVENTION AND THAT BABEL STREET DOES NOT AND CANNOT GUARANTEE THAT THE APPLICATION AND/OR ANY INFORMATION AND DATA CONTAINED THEREIN CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. Babel Street shall not be responsible or liable for any such unauthorized access nor shall any such unauthorized access constitute a breach by Babel Street of its confidentiality obligations hereunder.

6.4. **Indemnification.** Customer agrees to indemnify, defend, and hold harmless Babel Street, its employees, officers, directors, agents, and affiliates against any and all liability (including damages, recoveries, deficiencies, interest, penalties and reasonable attorney's fees) to third parties relating to: (a) any acts or omissions by Customer or any Authorized User that involve fraud, willful misconduct and/or criminal acts or omissions, whether or not such acts or omissions relate to Support and/or the Application; (b) Customer's or any Authorized User's breach of the Agreement (including any use of any data contained therein other than in accordance with the Agreement, or any intellectual property infringement relating to any other data); or (c) except for claims for which Babel Street is liable under Section 7 below, Customer's use of the Application and/or any third party software, application or service accessed through the Application.

7. BABEL STREET WARRANTIES

7.1. **Babel Street's General Warranties.** Babel Street represents and warrants that: (a) it has title to the Application and the right to grant Customer the rights to use the Application as set forth herein; and (b) Babel Street has not knowingly inserted into the Application any virus or similar device to erase data. Customer's sole and exclusive recourse and remedy, and Babel Street's sole, exclusive and entire liability, for (i) a breach of item (a) by Babel Street shall be the exercise of Customer's indemnity rights under subsection 7.2 below, and (ii) a breach of item (b) shall be to terminate the Agreement, in which event Babel Street shall issue Customer a pro–rata refund of the portion of the pre-paid subscription Fee applicable to the terminated portion of the applicable Term.

7.2. **Indemnification by Babel Street.**

7.2.1. Subject to the other terms and conditions set forth herein, Babel Street agrees to defend Customer, its employees, officers, and directors, at Babel Street's sole cost and indemnify

Customer (by paying for damages finally awarded against Customer or any amounts payable in any settlement entered into by Customer in compliance with the Agreement) against any claims, demands, actions or proceedings by any third parties alleging that Customer's use of the Application itself (but specifically excluding any claim, demand, action or proceeding in any way related to or in connection with any content accessible in connection therewith) as permitted herein infringes or violates any third party's issued United States patent, trademark or trade secret; provided that: (a) Babel Street is notified promptly in writing of the claim; (b) Babel Street controls the defense, settlement and approval of the claim; and (c) Customer cooperates reasonably, assists and gives all necessary authority to Babel Street and all reasonably required information in connection with the defense or settlement of the claim.

7.2.2.   Babel Street's indemnity obligations under subsection 7.2.1 hereof will not apply if and to the extent that they arise from or relate to: (a) the access or use of the Application in any manner other than as permitted hereunder; (b) the use of the Application in combination with any intellectual property, services, reports, documentation, hardware, software, data or technology supplied by any person other than Babel Street; or (c) any data, information, content, or other intellectual property supplied by Customer, an Authorized User, or otherwise made available through the Application.

7.2.3.   If any Application becomes, or in Babel Street's opinion, is likely to become, the subject of a third party claim covered by Babel Street's indemnification obligations under subsection 7.2.1, then Babel Street may, in its sole discretion and at its sole cost and expense: (a) procure for Customer the right to continue using such Application; (b) modify the infringing portion of the Application so as to render it non-infringing but still appropriate for its intended use under the Agreement; or (c) replace the infringing portion of the Application with non-infringing items with substantially similar functionality. If Babel Street reasonably determines that none of the foregoing is commercially practicable, then Babel Street may elect to terminate the Agreement and grant Customer a pro-rata refund of the portion of the pre-paid subscription Fee applicable to the terminated portion of the applicable Term. This Section 7.2.3 states Babel Street's entire liability and the sole and exclusive remedy of Customer for any claim of infringement or other violation of any intellectual property rights.

7.3.   **Limited Warranty**. EXCEPT AS STATED IN SUBSECTION 7.1, THE APPLICATION, SUPPORT, AND ANY THIRD-PARTY SOFTWARE, DATA, AND INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.   BABEL STREET DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY, ACCURACY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. BABEL STREET DOES NOT WARRANT THAT THE APPLICATION OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED, THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE, THAT THE APPLICATION OR ANY COMPONENT THEREOF WILL ALWAYS BE ACCESSIBLE OR AVAILABLE, OR THAT ALL APPLICATION DEFECTS WILL BE CORRECTED. BABEL STREET SHALL HAVE NO LIABILITY FOR, THE SELECTION, USE AND SUITABILITY OF THE APPLICATION. NO EMPLOYEE OR AGENT OF BABEL STREET OR ANY OF ITS SUBSIDIARIES OR AFFILIATES IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS ANY OF THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT.

7.4.   **Limitation of Liability and Damages.** NEITHER PARTY (AND IN THE CASE OF BABEL STREET, ITS AFFILIATES, SUPPLIERS, AND LICENSORS) WILL HAVE ANY LIABILITY TO THE OTHER OR ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY CONTRACTOR, AGENT, AFFILIATE OR CLIENT OF CUSTOMER) FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, OR A BREACH OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS AS SET FORTH HEREIN. THE CUMULATIVE, AGGREGATE LIABILITY OF BABEL STREET AND ITS AFFILIATES, SUPPLIERS AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER UNDER THE ORDER FORM IN CONNECTION WITH WHICH SUCH CLAIM AROSE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY HEREUNDER. Babel Street is not an insurer with regard to performance of the Application. Customer agrees to assume the risk for: (a) all liabilities disclaimed by Babel Street contained herein, and (b) all alleged damages in excess of the amount of the limited remedy provided hereunder.   The allocations of liability in this subsection 7.4 represent the agreed, bargained-for understanding of the parties and Babel Street's compensation hereunder reflects such allocations.   THE LIMITATION OF LIABILITY AND TYPES OF DAMAGES STATED IN THE AGREEMENT ARE INTENDED BY THE PARTIES TO APPLY REGARDLESS OF THE FORM OF LAWSUIT OR CLAIM A PARTY MAY BRING, WHETHER IN TORT, CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

7.5.   **Third-Party Products.**   The Application may contain code, content, features, functionality, and components that are provided by third parties. Furthermore, the Application may require data and information from third parties in order to work properly, and such third-party data and information may not always be accessible. ANY BABEL STREET-PROVIDED THIRD-PARTY PRODUCTS SHALL BE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND BY BABEL STREET. ALL RIGHTS AND OBLIGATIONS WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS AND CONDITIONS OF AGREEMENTS PROVIDED BY THE SUPPLIERS AND/OR LICENSORS OF SUCH THIRD-PARTY PRODUCTS AND CUSTOMER HEREBY RELEASES BABEL STREET FROM ALL LIABILITY AND RESPONSIBILITY WITH RESPECT THERETO.

8. DISPUTE RESOLUTION

8.1.   **Force Majeure.** Neither party hereto shall be held liable for the failure to perform any obligation, or for the delay in performing any obligation, arising out of or in connection with the Agreement if such failure or delay results from or is contributed to by any cause beyond the reasonable control of such party including, but not limited to, failures or delays caused by the act or omission of any governmental authority, fire, flood, failures of third party suppliers, acts or omissions of carriers, transmitters, providers of telecommunications or Internet services, vandals, hackers or other event beyond such party's reasonable control.

8.2.   **Time Limit on Claims.** Without limiting claims for indemnification hereunder, no action arising out of any claim in connection with the Agreement may be brought by either party more than one (1) year after the event which gave rise to the specific cause of action.

8.3.   **Jurisdiction.**   Customer agrees that the Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Virginia, without any regard to conflicts of law rules, and shall be treated as if executed and performed in Fairfax County, Commonwealth of Virginia. All disputes arising out of or

relating to the Agreement shall be instituted and prosecuted exclusively in Fairfax County, Commonwealth of Virginia, with Customer specifically consenting to extraterritorial service of process for that purpose. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to the Agreement or to the parties in general. The parties further agree that the Uniform Computer Information Transactions Act or any version thereof ("UCITA") shall not apply to the Agreement, any Order Form or any Services provided thereunder (including the Application). To the extent that UCITA is applicable, the Parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT AND/OR ANY ORDER FORM HERETO.

8.4. **Remedies.** Customer acknowledges that the Application and other proprietary information of Babel Street are unique and that, in the event of any breach of the Agreement by Customer, Babel Street may not have an adequate remedy at law, and will be entitled to seek injunctive or other equitable relief without the necessity of proving actual damages. Unless specifically stated otherwise elsewhere in the Agreement, the rights and remedies of a party to the Agreement shall be construed as cumulative, and not exclusive of any other right or remedy, which said party might otherwise have in the event of breach or default in the terms hereof.

8.5. **Notices.** All notices, demands, consents or requests given by a party hereto must be in writing and sent by delivery via a third party, nationally recognized tracked express mail service, postage prepaid, addressed to either Customer's billing address or Babel Street, Inc., 1818 Library Street, Suite 500, Reston, VA 20190 Attn: President.

8.6. **Enforceability**. In the event that any of the provisions, or portions thereof, of the Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions and portions thereof of the Agreement shall not be affected thereby.

8.7. **Waiver.** A party's failure or delay to require compliance with the conditions of the Agreement, or to exercise any right provided herein, shall not be deemed a waiver by such party of such condition or right. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion.

9. CONFIDENTIALITY

9.1. **Nonuse and Nondisclosure**.

9.1.1. If applicable, the parties shall protect any and all Confidential Information exchanged in connection with the Agreement in accordance with the Mutual Non-Disclosure Agreement executed by the parties prior to the Effective Date (the "NDA") and in effect during the Term. In the event of any conflict between the terms and conditions of the Agreement and any amendment thereto and the terms and conditions of the NDA, then the terms and conditions of the NDA shall govern. Nothing in the Agreement shall modify or supersede the NDA.

9.1.2. In the event that no NDA is in effect between the parties, then during the term hereof and for four (4) years after termination or expiration of the Agreement, any and all information that is or reasonably should be understood to be confidential, proprietary or generally not available to the public and that is conveyed before or after the Effective Date by the disclosing party to the recipient, whether orally, in writing, electronically, by demonstration, or by magnetic or other media, including, but not limited to, the terms of Customer's Order Form(s), the Application and all proprietary information in connection therewith (including, but not limited to, any and all user documentation), and any discussions between the parties regarding other potential business relationships (the "**Confidential Information**"), shall be held in strict confidence by the parties, and will not be used, made available or disclosed to any third party without the other party's prior written consent, except as expressly permitted hereunder. Each party also agrees to restrict dissemination of such Confidential Information to only those persons in their respective organizations or third-party consultants or service providers who have a need to know such Confidential Information to perform or otherwise fulfill the obligations under the Agreement. Each party will be deemed to have fulfilled its confidentiality obligations under this Section 9 if it affords the other party's Confidential Information at least the same degree of care it takes in protecting its own confidential information from unauthorized disclosure (but in no event using less than a reasonable degree of care).

9.2. **Exceptions.** Notwithstanding the above restrictions, neither party will have any obligation for any nonuse or nondisclosure of Confidential Information which (a) is now or subsequently enters the public domain through means other than a breach of the terms of the Agreement; (b) is lawfully obtained from a third party without an obligation of confidentiality; (c) is independently developed by such party or is already lawfully in the possession of the receiving party free of any obligation of confidence to the other party; or (iv) is required to be disclosed by law, by court order or by order of any government or administrative tribunal having jurisdiction over the recipient, provided that the recipient must notify the disclosing party of any such requirement prior to disclosure, if allowed under applicable law, in order to afford such other party an opportunity to seek a protective order to prevent or limit disclosure, and the recipient will reasonably cooperate with the disclosing party's efforts to obtain such protective order.

9.3. **Expiration.** Upon termination or expiration of the Agreement, both parties agree to destroy all copies of Confidential Information of the other party, including, without limitation, all electronically stored copies. However, each party will be entitled to retain copies of the other party's Confidential Information preserved or recorded or saved automatically to standard back-up or archival systems. Moreover, Babel Street may retain a copy of such Confidential Information for the sole purpose of and to the extent necessary for Babel Street to comply with applicable and legal, regulatory, and/or reasonable internal archival policies and requirements (with such Confidential Information otherwise remaining subject to the terms and conditions of this Section 9). The disclosing party will retain all proprietary rights to the information it discloses hereunder, regardless of the expiration of the obligations under this Section 9.

10. MISCELLANEOUS

10.1. **Entire Agreement.** The Agreement constitutes the entire and exclusive agreement and understanding between Customer and Babel Street with respect to the Application, and/or Support to be furnished hereunder, including any representations, express or implied, with respect to the Application and/or Support, and it supersedes all prior agreements and communications between the parties (including all oral and written proposals). Notwithstanding anything to the contrary contained herein or in any terms and conditions posted within the Application, such online terms shall be of no force or effect with respect to Customer's use of the Application, and such usage shall be governed solely by the Agreement. Further, unless otherwise expressly agreed to in writing by the parties, any and all purchase orders or similar documents submitted by or on behalf of Customer to Babel Street will be for Customer's administrative purposes only and the terms and conditions contained in any such purchase order or similar document will have no force and effect and will not amend, supersede, or modify the Agreement in any manner. No supplement to, or modification or amendment of, the Agreement will be binding unless executed in writing by authorized

representatives of Babel Street and Customer.

10.2. **Precedence**. In the event of any inconsistency or conflict between these Terms and any Order Form and/or Addendum, these Terms shall govern and control, except to the extent such Order Form or Addendum is explicit that the Terms are being amended by such Order Form and/or Addendum.

10.3. **Contact Information.** Customer agrees to always provide Babel Street with Customer's most current contact information, including Customer's address, phone number, fax number and e-mail address.

10.4. **Confirmation.** Upon Babel Street's written request, Customer shall furnish Babel Street with a signed certificate verifying that Customer is using the Application pursuant to the terms of the Agreement and the Application is being used only by Authorized Users.

10.5. **Export Restrictions.** Customer is advised that the Application and content accessible through the Application may be subject to access and export controls under United States laws and regulations, including the U.S. Export Administration Regulations, and diversion contrary to U.S. law and regulation is prohibited. Customer agrees to not directly or indirectly access, export, import or transmit the Application and/or content accessible through the Application from or to any country, end user or for any end use that is prohibited by any applicable U.S. regulation or statute (including but not limited to those countries embargoed from time to time by the U.S. government or the United Nations) or by any terms of use applicable to content accessible through the Application. Customer represents and agrees that neither the United States Bureau of Industry and Export Administration nor any other governmental agency has issued sanctions against Customer or otherwise suspended, revoked or denied Customer's export privileges.

10.6. **FCRA Use Prohibition.** Babel Street is not a "consumer reporting agency," for purposes of and as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"), and the Application (including any information accessible through the Application) does not constitute or generate "consumer report" information, as defined by FCRA. Customer may not use the Application, or use any information accessible through the Application, in whole or in part, for the purpose of determining an individual's eligibility for credit, insurance, or employment or for any other purpose identified in Section 604 of the FCRA (15 U.S.C. § 1681b).

10.7. **Privacy.** Customer agrees that Babel Street may process personal data as defined and covered by the EU General Data Protection Regulation 2016/679 ("**GDPR**") (such data being "**Personal Data**"), obtained for or made available by/through Customer for the purpose of (i) providing the Application, (ii) performing the Agreement and related functions, such as billing and support, data science and product or service improvement and reporting and (iii) other purposes set out in the Babel Street Privacy Policy. To the extent that Babel Street acts as a "processor" to Customer as a "controller" as defined in the GDPR for purposes of Customer's access and use of the Application , the terms of the Data Processor Addendum (www.babelstreet.com/legal/dpa.pdf) apply between the parties. In the event the terms of the Data Processor Addendum and this Agreement conflict, the terms of the Data Processor Addendum prevail.

10.8. **Modification/Replacement of Application.** Babel Street reserves the right, in its sole discretion and without first consulting with Customer, to discontinue or modify the Application, any component thereof, or any content or functionality offered through the Application for any reason. If an Application is discontinued during the applicable Term, then Babel Street will, in its discretion, either: (a) provide a pro-rata refund of the portion of the pre-paid subscription Fee applicable to the terminated portion of the applicable Term; or (b) replace the discontinued product for the duration of the then-current Term with a successor product having equal or greater functionality (with Babel Street reserving the right to charge additional Fees for any such new product).

10.9. **Assignment.** Neither the rights granted hereunder nor the Application may be sublicensed, assigned, sold, hypothecated, or transferred by Customer without the prior written consent of Babel Street (which shall not be unreasonably withheld in the case of an internal company restructuring). Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under the Agreement without the prior written consent of Babel Street shall automatically terminate the rights granted hereunder and shall be void and of no effect. Babel Street may assign the Agreement or delegate its duties, in whole or in part, without any consent of Customer. Customer agrees that Babel Street's retention of these contractual and other legal rights is an essential part of the Agreement.

10.10. **U.S. GOVERNMENT COMMERCIAL LICENSE RIGHTS.** The Application is provided subject to the license granted in Section 2 above, pursuant to FAR 12.212 and/or DFARS 227.7202-1(a), 227.7202-3(a) and 227.7202-4. If and only if specifically required by U.S. federal law, the Customer and/or Authorized User may be provided with the minimum rights set out in FAR 52.227-19 (DEC 2007). To the extent any technical data is provided pursuant to these Terms and Conditions, such data is provided subject to the license granted herein pursuant to FAR 12.211, or, if and only if required by U.S. federal law, in accordance with the rights set forth in DFARS 227.7102-2 and DFARS 252.227-7015 (FEB 2014). In the event that any of the above referenced agency regulations are modified or superseded, the subsequent equivalent regulation shall apply. The name of the manufacturer is Babel Street, Inc., 1818 Library Street, Suite 500, Reston, Virginia 20190. If Customer is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then Customer hereby agrees to protect the Application from public disclosure and to consider the Application exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or use of the Application.

10.11. **Data Transmission Notification**. The Application may transmit to Babel Street various information relating to Customer's use of the Application, including general information about Customer's systems (for example, system configuration, type of internet connectivity, RAM, CPU, operating system, browser version). Babel Street may use this information for internal quality assurance and software error checking, to assist users with multiple offices and as otherwise necessary or appropriate to perform its obligations pursuant to this Agreement.

End User Subscription Terms (Comm Form 111720)

Exhibit A

Data Feed Terms

The provisions of this Exhibit A shall apply to any and all content, data, and other information that Customer accesses through the Application as part of a Data Feed.

1. **DEFINITIONS.** In addition to other terms defined elsewhere in this Exhibit A or the Terms, the terms below are defined as follows:

1.1. "**Babel Channels**" means the curated Babel Street search results provided by Babel Street to customers through the Application as a premium Data Feed (as defined below), which search results are based on information received by Babel Street from certain social media communications, web sites, news outlets, and other publicly available data feeds, as such searches may modified, added, and/or deleted from time to time in Babel Street's sole discretion. Babel Channels may be made available to Customer pursuant to the terms of Customer's Order Form.

1.2. "**Data Feed**" means such social media communications, web sites, news outlets, and other publicly and/or commercially available data feeds as Babel Street may provide through the Application to its customers generally, as such Data Feeds may be modified from time to time in Babel Street's sole discretion. For avoidance of doubt, Data Feeds are provided and accessible through, but are not part of, the Application itself, and do not include Third-Party Data.

2. **DATA FEED RESTRICTIONS**

2.1. Customer acknowledges and agrees that other than the rights expressly granted in the Terms, neither Customer nor any Authorized User has any further right to use, sublicense, distribute, transfer, or transmit the Data Feeds or any portion thereof, except as expressly set forth in this Exhibit A. As between Customer and Babel Street, Babel Street reserves all rights in and to the Data Feeds, except as expressly set forth in this Exhibit A.

2.2. Customer acknowledges that (i) use of the Data Feeds within the Application is not directly attributable to Customer, (ii) exporting of data provided through the Data Feeds is not permitted through the Application, and (iii) any use of any such data outside the Application is at Customer's own risk and is subject to the terms of use applicable to such data. Notwithstanding the foregoing, Customer may distribute insubstantial portions of content from the Data Feeds, provided that (a) such portion is properly attributed to the primary source of the information and the reproduction and distribution of such portion is otherwise in accordance with the terms of use of the applicable Data Feed as described in Section 3.2.2 below, and (b) Customer does not reference, attribute, or otherwise connect Babel Street with such excerpt in any manner.

2.3. Customer acknowledges that access to and/or use of content within the Data Feeds may be subject to additional terms of use ("Supplemental Terms"), which Supplemental Terms may include, but are not limited to: (a) the Google Maps Platform Terms of Service located at https://cloud.google.com/maps-platform/terms/; (b) the YouTube API Services Policies located at https://developers.google.com/youtube/terms/developer-policies; and (c) any other third-party terms that may be provided in the Application from time to time.

3. **CUSTOMER REPONSIBILITIES**

3.1. **No Distribution.** Without a separate written agreement with Babel Street, Customer must not nor or attempt to, nor permit others to or attempt to: (a) use or access any Data Feed on behalf of or for the benefit of any other third party (whether on an outsourcing, service bureau, or other basis), including, but not limited to, to process, search, and/or evaluate any Data Feed on behalf of any third party; or (b) remove or modify any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of any Data Feed (including any screen displays, etc.).

3.2. **Compliance.** Customer represents, warrants, and covenants that:

3.2.1. Customer's use of the Data Feeds shall in all cases comply with all applicable federal, state and local and foreign laws and regulations;

3.2.2. Customer shall comply with any and all terms of use applicable to any and all Data Feeds available through the Application if Customer accesses or otherwise uses such content outside of the Application; and

3.2.3. Customer will not use any Data Feed, in whole or in part, for the purpose of determining an individual's eligibility for credit, insurance, or employment or for any other purpose identified in Section 604 of the FCRA (15 U.S.C. § 1681b) (as defined below). Customer acknowledges that Babel Street is not a "consumer reporting agency," for purposes of and as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"), and the Data Feeds do not constitute or generate "consumer report" information, as defined by FCRA. Customer may not use any Data Feed, in whole or in part, for the purpose of determining an individual's eligibility for credit, insurance, or employment or for any other purpose identified in Section 604 of the FCRA (15 U.S.C. § 1681b).

4. **NO WARRANTY**

4.1. **Customer Acknowledgements.** Customer acknowledges that: (a) Babel Street has no control over, and cannot independently verify, the accuracy of the information maintained by third-party information sources of the Data Feeds and other data that may be accessible through the Application; (b) the internet is known to be unpredictable in performance and may, from time to time, impede access to Data Feeds; and (c) certain circumstances may require Babel Street to suspend or terminate, as determined in Babel Street's discretion, Customer's access to and/or use of any Data Feed or any portion thereof without notice, including, but not limited to, in order to comply with the terms of any provider of any Data Feed. Babel Street makes no guaranties, representations or warranties as to the availability or accessibility of any Data Feeds, or the accuracy or completeness of contents or results of the Data Feeds, and expressly disclaims the accuracy, comprehensiveness, currency, availability, and suitability of purpose of any Data Feeds or other information retrieved from or through the Application. Babel Street cannot and does not accept any liability for errors or omissions in the information provided by third-party information providers, nor does Babel Street accept any liability in connection with any Data Feeds and/or other information, content, or records that may contain personally identifiable information. In addition, Customer acknowledges that some Data Feeds may have limitations, may not be available to all users, or may require acknowledgement of an approved use case within the Application.

4.2. **Disclaimer of Warranties.** ANY AND ALL DATA FEEDS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. BABEL STREET DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY, ACCURACY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. BABEL STREET DOES NOT WARRANT THAT ANY DATA FEED WILL BE UNINTERRUPTED, THAT ANY DATA FEED WILL BE ERROR OR DEFECT FREE, OR THAT ANY DATA FEED WILL ALWAYS BE ACCESSIBLE OR AVAILABLE. BABEL STREET WILL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY

BABEL STREET'S ACTS OR OMISSIONS (WHETHER NEGLIGENT OR OTHERWISE) IN PROCURING, COMPILING, COLLECTING, INTERPRETING, MAPPING, TRANSLATING, REPORTING, COMMUNICATING OR DELIVERING ANY DATA, DATA FEED, AND/OR OTHER INFORMATION TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT.

5. **INDEMNIFICATION**

5.1. **By Customer**. Customer agrees to indemnify, defend, and hold harmless Babel Street, its employees, officers, directors, agents, and affiliates against any and all liability (including damages, recoveries, deficiencies, interest, penalties and reasonable attorney's fees) relating to: (a) Customer's or any Authorized User's breach of this Exhibit; or (b) Customer's use of any Data Feeds other than in accordance with the Agreement and/or the terms of use applicable to such Data Feed, or any intellectual property infringement relating to any other data; or (c) Customer's use of any Data Feeds.

5.2. **Disclaimer**. Notwithstanding the anything to the contrary in Section 7.2.1 of the Agreement, in no event will Babel Street indemnify Customer for any claim, demand, action or proceeding in any way related to or in connection with any Data Feed.

Exhibit B
Third-Party Data Terms

The provisions of this Exhibit B shall apply to any and all content, data, data packages, and other external information that Customer accesses through the Application that constitutes or could otherwise be considered Third-Party Data (as defined below).

1. **DEFINITIONS.** In addition to other terms defined elsewhere in this Exhibit B or the Terms, the terms below are defined as follows:

1.1. "**Customer Data**" means any and all data, information, records, and/or files that are uploaded or imported into the Application by or on behalf of Customer that Customer owns, otherwise has the right to use, or has acquired or licensed other than in connection with Customer's use of the Application.

1.2. "**Third-Party Data**" means (a) certain publicly and/or commercially available data, information, records, and/or files that Customer has the right to use, whether through Babel Street or a third party, that is in a format satisfactory to Babel Street and that Babel Street is able to bring into the Application, and/or (b) Customer Data.

2. **CUSTOMER REPONSIBILITIES.**

2.1. **Acknowledgments**. Customer acknowledges and agrees that:

2.1.1. Babel Street's sole obligation to Customer in connection with any Third-Party Data to provide the means by which Customer can create a connection between the Application and any such Third-Party Data;

2.1.2. (a) Babel Street has no control over the availability, accuracy or completeness of contents of any Third-Party Data; (b) the Third-Party Data is provided by parties other than Babel Street and may not be available at any time or when needed, and may be rendered unavailable or terminated in whole or in part at any time without prior notice; (c) the Internet is known to be unpredictable in performance and may, from time to time, impede access to the Third-Party Data, and Babel Street is not and will not be in any way responsible for any such interference with Customer's access to any Third-Party Data; and (d) exporting Third-Party Data from the Application, and/or importing Third-Party Data into the Application, may be subject to technical limitations established by Babel Street from time to time;

2.1.3. All rights and obligations with respect to Third-Party Data shall be governed by the terms and conditions of the agreements provided by the suppliers and/or licensors of such Third-Party Data, to the extent applicable, and, except to the extent prohibited by applicable federal or national laws or regulations, Customer hereby releases Babel Street from any and all liability and/or responsibility in connection with Third-Party Data, including, but not limited to, in connection with any information, content, or records that may contain personally identifiable information and/or whether any of the foregoing may be accessible via the Application;

2.1.4. Due to the varied nature of Third-Party Data and Babel Street's inability to attest to the accuracy of Third-Party Data (including any results Customer may obtain), Third-Party Data may be unsuitable for use in legal or administrative proceedings; and

2.1.5. In accordance with various national privacy and/or data protection laws, including the European Union's General Data Protection Regulation (GDPR), the availability of some Third-Party Data may be limited, and may be subject to additional terms within the Application, such as use case restrictions.

2.2. **Compliance**. Customer represents, warrants, and covenants that:

2.2.1. Customer's use of the Third-Party Data shall in all cases comply with (i) all applicable federal, state and local and foreign laws, rules, directives, executive orders, and regulations, as such may be amended from time to time, including, but not limited to, the Privacy

Act of 1974 in the United States and any corresponding laws or regulations in Customer's home country, and (ii) wherever applicable, Babel Street's Privacy Policy;

2.2.2. Customer (i) has all rights, licenses, and/or permissions necessary to access the Third-Party Data through the Application in Babel Street's environment, and to permit Babel Street to process such Third-Party Data through the Application, (ii) shall at all times comply with any and all contractual obligations, terms of use, and other usage restrictions and/or limitations applicable to any and all Third-Party Data accessible through the Application, and, (iii) to the extent applicable, has satisfactorily completed all internal legal and privacy reviews and has received appropriate approvals to receive and use the Third-Party Data; and

2.2.3. With respect to Customer Data, Customer shall not: (a) upload, transmit, or use any Customer Data that (i) Customer does not have the lawful right to copy, transmit, distribute, and display (including any Customer Data that would violate any confidentiality obligations, copyright laws, or fiduciary obligations that Customer might have with respect to the Customer Data), (ii) infringes, misappropriates or otherwise violates any intellectual property or other proprietary rights or violates any privacy rights of any third party (including, without limitation, any copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity), or (iii) is defamatory, obscene, or offensive; (b) use any Customer Data in a manner that violates, or encourages any conduct that would violate, any applicable law or regulation, including any applicable privacy laws or regulations, or would give rise to civil or criminal liability; and (c) use the Application to transmit, route, provide connections to or store any material (including, but not limited to, Customer Data) that violates or promotes the violation of any of the restrictions of this subsection.

2.3. **Right to Use Third-Party Data.** Babel Street does not claim any ownership rights in any Third-Party Data. However, by requesting that Babel Street make Third-Party Data available through the Application, Customer grants Babel Street the nonexclusive, worldwide, transferable right, on a royalty-free basis, to possess, store, use, copy, distribute and process Third-Party Data on Customer's behalf to perform Babel Street's obligations in connection with this Agreement, and to sublicense this right to third parties assisting Babel Street in fulfilling Babel Street's obligations hereunder. Customer represents, warrants and covenants to Babel Street that (a) Customer has all rights necessary to grant the rights set forth herein, and (b) Babel Street's processing or possession of any Third-Party Data in compliance with the foregoing shall not infringe, misappropriate or otherwise violate any intellectual property rights, or other rights, of any third party. To the extent that any Third-Party Data constitutes personal data under GDPR, Customer hereby directs Babel Street to process, handle, and store such data only to the extent requested by Customer. Babel Street reserves the right, in its sole discretion, at any time, to remove any Third-Party Data that it believes to be in violation of this Agreement. In accordance with the Terms, Customer further directs Babel Street to process, handle, and store Personal Data made available by Customer through the Third-Party Data for the purpose of (i) providing the Application, and (ii) other purposes set out in the Babel Street Privacy Policy, in each case as the same may be limited by any applicable federal or national laws or regulations.

3. **DISCLAIMER.**

3.1. **Disclaimer of Warranties**. Babel Street makes no guaranties, representations, or warranties in connection with the Third-Party Data, and expressly disclaims the accuracy, comprehensiveness, currency, availability, and suitability of purpose of any information retrieved from or through the Application, including, but not limited to, Third-Party Data. Babel Street cannot and does not accept any liability for errors or omissions in the information provided by third-party information providers, nor does Babel Street accept any liability in connection with any Third-Party Data and/or other

information, content, or records that may contain personally identifiable information and/or geolocation information. In addition, Customer acknowledges that some Third-Party Data may have limitations, may not be available to all users, or may require acknowledgement of an approved use case within the Application. ANY AND ALL THIRD-PARTY DATA IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. BABEL STREET DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY, ACCURACY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. BABEL STREET DOES NOT WARRANT THAT THIRD-PARTY DATA WILL BE ERROR OR DEFECT FREE, OR THAT ANY THIRD-PARTY DATA WILL ALWAYS BE ACCESSIBLE OR AVAILABLE. BABEL STREET WILL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY BABEL STREET'S ACTS OR OMISSIONS (WHETHER NEGLIGENT OR OTHERWISE) IN PROCURING, COMPILING, COLLECTING, INTERPRETING, MAPPING, TRANSLATING, REPORTING, COMMUNICATING OR DELIVERING ANY THIRD-PARTY DATA AND/OR OTHER INFORMATION TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT.

3.2.   **Indemnification**. Customer agrees to indemnify, defend, and hold harmless Babel Street, its employees, officers, directors, agents, and affiliates against any and all liability (including damages, recoveries, deficiencies, interest, penalties and reasonable attorney's fees) relating to: (a) Customer's or any Authorized User's breach of this Exhibit; or (b) any and all Third-Party Data.

3.3.   **Disclaimer of Indemnity**. Notwithstanding the anything to the contrary in the Terms, in no event will Babel Street indemnify Customer for any claim, demand, action or proceeding in any way related to or in connection with any Third-Party Data.